EMW-2020-GR-APP-00121

Application Information

Application Number: EMW-2020-GR-APP-00121

Funding Opportunity Name: Fiscal Year (FY) 2020 Targeted Violence and Terrorism Prevention (TVTP) Program

Funding Opportunity Number: DHS-20-TTP-132-00-01

Application Status: Pending Review

Applicant Information

Legal Name: Xavier University Organization ID: 21735

Type: Private Institutions of Higher Education

Division: Department: **EIN**: (b)(6)

EIN Shared With Organizations:

DUNS: 074724469

DUNS 4:

Congressional District: Congressional District 01, OH

Physical Address

Address Line 1: 3800 Victory Parkway

Address Line 2: [Grantee Organization > Physical Address > Address 2]

City: Cincinnati State: Ohio Province:

Zip: 45207-1035

Country: UNITED STATES

Mailing Address

Address Line 1: 3800 Victory Parkway

Address Line 2: [Grantee Organization > Mailing Address > Address 2]

City: Cincinnati State: Ohio Province:

Zip: 45207-1035

Country: UNITED STATES

SF-424 Information

Project Information

Project Title: Project Safe Community: Targeted Violence and Terrorism Prevention activities at Xavier University and in

surrounding neighborhoods

Program/Project Congressional Districts: Congressional District 01, OH

Proposed Start Date: Thu Oct 01 00:00:00 GMT 2020 Proposed End Date: Fri Sep 30 00:00:00 GMT 2022

Areas Affected by Project (Cities, Counties, States, etc.): Cincinnati, Ohio; Norwood, Ohio; North Avondale, Ohio

Estimated Funding

| Funding Source | Estimated Funding (\$) |
|------------------------|------------------------|
| Federal Funding | \$124817 |
| Applicant Funding | \$0 |
| State Funding | \$0 |
| Local Funding | \$0 |
| Other Funding | \$0 |
| Program Income Funding | \$0 |
| Total Funding | \$124817 |

Is application subject to review by state under the Executive Order 12373 process? Program is not covered by E.O. 12372

Is applicant delinquent on any federal debt? false

Contacts

| Contact Name | Email | Primary Phone Number | Contact Types |
|--------------|--------|----------------------|--|
| Dennis Eng | (b)(6) | | Primary Contact |
| Shari Howell | | | Secondary Contact Authorized Official Signatory Authority |

SF-424A

Budget Information for Non-Construction Programs

Grant Program: Targeted Violence and Terrorism Prevention Grant Program

CFDA Number: 97.132

| Budget Object Class | Amount |
|-----------------------|---------|
| Personnel | \$12304 |
| Fringe Benefits | \$4922 |
| Travel | \$43344 |
| Equipment | \$0 |
| Supplies | \$24133 |
| Contractual | \$31080 |
| Construction | \$0 |
| Other | \$3744 |
| Indirect Charges | \$5290 |
| Non-Federal Resources | Amount |
| Applicant | \$0 |
| State | \$0 |
| Other | \$3744 |
| Income | Amount |
| Program Income | \$0 |

How are you requesting to use this Program Income? [\$budget.programIncomeType]

Direct Charges Explanation:

Indirect Charges explanation: 43% of salaries and wages

Forecasted Cash Needs (Optional)

| | First Quarter | Second Quarter | Third Quarter | Fourth Quarter |
|-------------|---------------|----------------|---------------|----------------|
| Federal | \$32265 | \$14826 | \$14826 | \$9408 |
| Non-Federal | \$0 | \$0 | \$0 | \$0 |

Future Funding Periods (Years) (Optional)

| First | Second | Third | Fourth |
|---------|---------|---------|--------|
| \$14432 | \$14826 | \$14826 | \$9408 |

Remarks:

SF-424C

Budget Information for Construction Programs

Assurances for Non-Construction Programs

Form not applicable? false

Signatory Authority Name: Shari Howell Signed Date: Wed Jun 17 00:00:00 GMT 2020 Signatory Authority Title: Grants Officer

Certification Regarding Lobbying

Form not applicable? false

Signatory Authority Name: Shari Howell Signed Date: Wed Jun 17 00:00:00 GMT 2020 Signatory Authority Title: Grants Officer

Disclosure of Lobbying Activities

Form not applicable? true

Signatory Authority Name: Shari Howell

Signed Date:

Signatory Authority Title:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| Xavier University | |
|--|--------------------|
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Shari | Middle Name: |
| * Last Name: Howell | Suffix: |
| * Title: Grants Officer | |
| * SIGNATURE: Shari Howell | * DATE: 06/15/2020 |

OMB Number: 4040-0004 Expiration Date: 12/31/2022

| Application for | Federal Assistance | SF-424 | | |
|--|---------------------------|---|--|-----------------|
| * 1. Type of Submiss Preapplication Application Changed/Corre | | . Type of Application: New Continuation Revision | * If Revision, select appropriate letter(s): * Other (Specify): | |
| * 3. Date Received: 06/15/2020 | 4. | Applicant Identifier: | | |
| 5a. Federal Entity Ide | entifier: | | 5b. Federal Award Identifier: | |
| State Use Only: | | | | |
| 6. Date Received by | State: | 7. State Application | Identifier: | |
| 8. APPLICANT INF | ORMATION: | | | |
| * a. Legal Name: X | avier University | | | |
| * b. Employer/Taxpa | yer Identification Number | (EIN/TIN): | * c. Organizational DUNS: | |
| d. Address: | | | | _ = = \bar{\pi} |
| * Street1: Street2: * City: | 3800 Victory Par | kway | |] |
| County/Parish: | Cincinnati | | | |
| * State: Province: | | | OH: Ohio | |
| * Country: | | | USA: UNITED STATES | |
| * Zip / Postal Code: | 45207-1110 | | | |
| e. Organizational L | Jnit: | | | |
| Department Name: Xavier Univers | ity Police Dept | | Division Name: | |
| f. Name and contact | ct information of perso | on to be contacted on m | natters involving this application: | |
| Prefix: | | * First Nam | | |
| Middle Name: * Last Name: | | | | |
| * Last Name: Eng | 1 | | | |
| Title: Deputy Di: | r of Public Safet | y/Asst Chief | | |
| Organizational Affilia | ition: | | | |
| | | | | |
| * Telephone Number | (b)(6) | | Fax Number: | |
| * Email: (b)(6) | | | | |

| Application for Federal Assistance SF-424 |
|---|
| * 9. Type of Applicant 1: Select Applicant Type: O: Private Institution of Higher Education Type of Applicant 2: Select Applicant Type: |
| Type of Applicant 3: Select Applicant Type: * Other (specify): |
| |
| * 10. Name of Federal Agency: Department of Homeland Security - FEMA |
| 11. Catalog of Federal Domestic Assistance Number: 97.132 CFDA Title: Financial Assistance for Targeted Violence and Terrorism Prevention |
| *12. Funding Opportunity Number: DHS-20-TTP-132-00-01 *Title: Fiscal Year (FY) 2020 Targeted Violence and Terrorism Prevention (TVTP) Program |
| 13. Competition Identification Number: Title: |
| 14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment |
| *15. Descriptive Title of Applicant's Project: Project Safe Community: Targeted Violence and Terrorism Prevention activities at Xavier University and in surrounding neighborhoods |
| Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments |

| 16. Congressional Districts Of: *a Applicant (pit—001) Attach an additional list of Program/Project Congressional Districts if needed. Add Attachment | Application for Federal Assistance SF-424 | |
|--|--|---|
| Attach an additional list of Program/Project Congressional Districts if needed. Add Attachment | 16. Congressional Districts Of: | |
| Add Attachment Doleto Attachment View Attachment | * a. Applicant OH-001 | * b. Program/Project OH-001 |
| *B. Start Date: 10/01/2020 *B. End Date: 109/30/2022 18. Estimated Funding (\$): *a. Federal 124, 817.00 *b. Applicant 0.00 *c. State 0.00 *d. Local 0.00 *d. Other 0.00 *d. Other 0.00 *g. TOTAL 124, 817.00 *19. Is Application Subject to Review By State Under Executive Order 12372 Process? *a. This application was made available to the State under the Executive Order 12372 Process for review on *b. Program is subject to E.O. 12372 but has not been selected by the State for review. \$\text{c. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{c. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for review. \$\text{d. Program is not covered by E.O. 12372.} that has not been selected by the State for | Attach an additional list of Program/Project Congressional Distri | cts if needed. |
| *B. Start Date: 10/01/2020 *B. End Date: 09/30/2022 18. Estimated Funding (\$): *a. Federal 124,817.00 *b. Applicant 0.00 *c. State 0.00 *d. Uccal 0.00 *d. Other 0.00 *g. Other 0.00 *g. TOTAL 124,817.00 *19. Is Application Subject to Review By State Under Executive Order 12372 Process for review on • Program is subject to E.O. 12372 but has not been selected by the State for review on • Program is subject to E.O. 12372 but has not been selected by the State for review on • Program is not covered by E.O. 12372. *20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) • Yes No If "Yes", provide explanation and attach If "Yes", provide the required assurances* and agree to comply with any resulting terms if Lacept an award. I am aware that any false, fictious, or frauddient statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) **The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructors. Authorized Representative: **Tratesphone Number: Price Tants of Fices* **Telephone Number: Tants of Fices* **Telephone Numb | | Add Attachment Delete Attachment View Attachment |
| 18. Estimated Funding (\$): * a. Federal | 17. Proposed Project: | |
| *a. Federal | * a. Start Date: 10/01/2020 | * b. End Date: 09/30/2022 |
| *D. Applicant 0.00 *c. State 0.00 *d. Local 0.00 *d. Local 0.00 *d. Cother 0.00 *f. Program Income 0.000 *g. TOTAL 124, 817,00 *19. Is Application Subject to Review By State Under Executive Order 12372 Process? _a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. _c. Program is not covered by E.O. 12372. *20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) Yes | 18. Estimated Funding (\$): | |
| *C. State *d. Local *d. Local *e. Other *d. Program Income *g. TOTAL *19. Is Application Subject to Review By State Under Executive Order 12372 Process? *a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372. *20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) Yes No If "Yes", provide explanation and attach 21. "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false. Retitious, or fraudulent statements or claims may subject me to oriminal, civil, or administrative penalties. (U.S. Code, Title 216, Section 1001) ** "I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions. Authorized Representative: Prefix: * First Name: Shari Middle Name: *Last Name: **Last Name: Ricwell Suffix: **Title: Srants Officer **Telephone Number: (0)(6) **Email: [0)(6) | * a. Federal 124,817.00 | |
| *d. Local | * b. Applicant | |
| *e. Other | * c. State 0.00 | |
| *f. Program Income | * d. Local 0.00 | |
| *g. TOTAL 124, 817.00 *19. Is Application Subject to Review By State Under Executive Order 12372 Process? a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372. *20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) Yes No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment 21. "By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. It am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) ** *I AGREE* **The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions. Authorized Representative: Prefix: | * e. Other 0 . 00 | |
| *19. Is Application Subject to Review By State Under Executive Order 12372 Process? a. This application subject to E.O. 12372 but has not been selected by the State for review. b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372. *20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) Yes No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment 21. 'By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting lerms if I accept an aware that any false, fictificulous, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) **I AGREE* **The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions. Authorized Representative: Prefix: *First Name: Shari | * f. Program Income 0.00 | |
| a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372. *20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) Yes No If "Yes", provide explanation and attach Delete Attachment View Attachment | *g. TOTAL 124,817.00 | |
| Authorized Representative: Prefix: | a. This application was made available to the State und b. Program is subject to E.O. 12372 but has not been s c. Program is not covered by E.O. 12372. * 20. Is the Applicant Delinquent On Any Federal Debt? (I Yes No If "Yes", provide explanation and attach 21. *By signing this application, I certify (1) to the staten herein are true, complete and accurate to the best of a comply with any resulting terms if I accept an award. I am subject me to criminal, civil, or administrative penalties. (** I AGREE ** The list of certifications and assurances, or an internet site. | der the Executive Order 12372 Process for review on selected by the State for review. If "Yes," provide explanation in attachment.) Add Attachment Delete Attachment View Attachment nents contained in the list of certifications** and (2) that the statements my knowledge. I also provide the required assurances** and agree to a ware that any false, fictitious, or fraudulent statements or claims may U.S. Code, Title 218, Section 1001) |
| Prefix: * First Name: Shari Middle Name: * Last Name: Howell Suffix: * Title: Grants Officer * Telephone Number: (b)(6) Fax Number: * Email: (b)(6) | | |
| Middle Name: * Last Name: Howell Suffix: * Title: Grants Officer * Telephone Number: (b)(6) * Email: (b)(6) | | rst Name: Shari |
| Suffix: * Title: Grants Officer * Telephone Number: (b)(6) Fax Number: * Email: (b)(6) | | |
| Suffix: * Title: Grants Officer * Telephone Number: (b)(6) Fax Number: * Email: (b)(6) | * Last Name: Howell | |
| * Telephone Number: (b)(6) Fax Number: * Email: (b)(6) | | |
| * Email: (b)(6) | * Title: Grants Officer | |
| | * Telephone Number: (b)(6) | Fax Number: |
| * Signature of Authorized Representative: Shari Howell * Date Signed: 06/15/2020 | * Email:(b)(6) | |
| | * Signature of Authorized Representative: Shari Howell | * Date Signed: 06/15/2020 |

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: (b)(6)

ORGANIZATION:

Xavier University
3800 Victory Parkway

DATE:01/14/2017

FILING REF.: The preceding agreement was dated

06/17/2013

Cincinnati, OH 45207-7730

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: Facilities And Administrative Cost Rates

RATE TYPES:

FIXED

FINAL

PROV. (PROVISIONAL)

PRED. (PREDETERMINED)

EFFECTIVE PERIOD

| TYPE | FROM | <u>TO</u> | RATE(%) LOCATION | APPLICABLE TO |
|-------|------------|------------------|------------------|--|
| PRED. | 06/01/2013 | 06/30/2017 | 43.00 On Campus | All Programs |
| PRED. | 07/01/2017 | 06/30/2021 | 43.00 On Campus | All Programs |
| PROV. | 07/01/2021 | Until Amended | | Use same rates and conditions as those cited for fiscal year ending June |
| | | | | 30, 2021. |

*BASE

Direct salaries and wages including vacation, holiday, sick pay and other paid absences but excluding all other fringe benefits.

ORGANIZATION: Xavier University

AGREEMENT DATE: 1/14/2017

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment Definition - Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

FRINGE BENEFITS:

FICA
Retirement
Disability Insurance
Worker's Compensation
Life Insurance
Unemployment Insurance
Health Insurance
Tuition Remission
Dental Insurance

Per 2 CFR 200.414(g) - A rate extension has been granted.

Next Proposal Due:

Your next proposal based on actual costs for the fiscal year ending 06/30/2020 is due in our office by 12/31/2020.

ORGANIZATION: Xavier University AGREEMENT DATE: 1/14/2017

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agraement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agraement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (i) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Rederal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Rederal

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement requires prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

| BY | THE | INSTITUTION: |
|----|-----|--------------|

Xavier University

|)(6) | | |
|------|----------------|--|
| Mari | veth Amyot | |
| | utive VP : CFO | |
| Z- | 3-17 | |

| UΝ | BERALF | OF | THE | FEDERAL | GOVERNMENT: |
|----|--------|----|-----|---------|-------------|
|----|--------|----|-----|---------|-------------|

DEDATHMENT OF USALTU AND BIMAN GEOVERS

| SIGNATURE) | |
|----------------------|----------------|
| rif Karim | |
| NAME) | |
| irector, Cost Alloca | ation Services |
| TITLE) | |
| /14/2017 | |
| DATE) 5627 | |
| | |
| HS REPRESENTATIVE: | Matthew Dito |
| | |
| | |

Applying Entity: Xavier University

Primary Location of Applicant and Activities: Cincinnati, Ohio

Application Track: Replication Track

Project Types: Training and Awareness Raising

Civic Engagement Youth Resilience

Total Funds Requested: \$124,817

Project Abstract

This grant will assist in funding training and awareness, civic engagement, and youth resilience for the project. In the surrounding communities of Xavier University, individuals are susceptible to violence and are at risk of being radicalized or mobilized into violence or committing terrorism, especially youths. In 2018 and 2019, Norwood Police Department had, respectively, 4 and 12 shootings, and Cincinnati Police Department Districts 2 and 4 had, respectively, 30 and 33 shootings with statistics showing an increasing pattern in the targeted communities. The grant will provide funding to provide terrorism training and awareness, and education to help law enforcement and the communities identify and understand why individuals and youths are attracted to commit violence and become radicalized into terrorism. Through the grant, the youths in the community will have the opportunity to learn about culture and religion related to violence and terrorism. The program will provide youth opportunities to gain leadership and mentorship from the law enforcement and community partners engaging them. The project will strengthen and enhance relationships between law enforcement and the communities. Furthermore, it will enhance the communities' trust in reporting and identifying individuals at risk of being radicalized or mobilized into violence or committing terrorism.

Founded in 1831, Xavier University is a private, coeducational institution. Xavier is the third largest independent institution in Ohio, the sixth oldest Catholic university in the nation, and one of 27 Jesuit colleges and universities nationwide. For the 2019 fall semester, Xavier had an enrollment of 5,047 undergraduates and 1,946 graduate students. The Xavier University Police Department (XUPD) serves the university, valuing and protecting all through one mission embracing constitutional rights, diversity, community, and justice, with integrity and discipline. XUPD commits to improving the quality of life for those served while providing and protecting a safe community where all may thrive.

Xavier University shares a community relationship with our neighboring communities of Norwood, Evanston, Avondale and Cincinnati. XUPD works in close relationship with neighboring law enforcement agencies in providing support and assistance to the communities. XUPD will partner with the Norwood Police Department (NPD) and Cincinnati Police Department (CPD) Districts 2 and 4 for the TVTP grant program. One of XUPD's major goals is to bring awareness, education, and community engagement regarding the TVTP program through the Replication Track Objective 1 of Training and Awareness Raising, Civic Engagement, and Youth Resilience Program. XUPD will include the following members of the university community in this project: student organizations and committees, staff, and faculty, and the law enforcement agencies, service providers and community groups from the surrounding communities to which Xavier is committed to serving and being a good steward.

1. NEEDS ASSESSMENT

Xavier University is located in Hamilton County, Ohio in the city of Cincinnati, and is surrounded by the neighborhoods of Norwood, Evanston and Avondale. Cincinnati is the third largest city in the state after Columbus and Cleveland. Cincinnati, Norwood, Evanston, North Avondale, and Xavier University have approximate populations of 302,000, 20,000, 10,000, 3,200 and 6,500, respectively. The areas surrounding Xavier routinely face economic challenges and have demographics who are not afforded much economic and educational opportunities. These areas face high crime levels, low social cohesion and connectedness, and limited/inadequate social services. Xavier University and the bordering neighborhoods provide an opportunity for the community populations to be influenced for targeted violence and terrorism.

Currently, there are no training or resources available to the community to address the problem of violent extremism or awareness of the threat of terrorism and targeted violence in the communities. The TVTP program will be an important resource and will bring a cooperative effort between law enforcement and the community groups as part of the growing diversity at Xavier University, Cincinnati, Norwood, North Avondale and Evanston. Xavier University is surrounded by the three communities and XUPD can utilize the grant to directly enhance involvement in the neighboring communities. The university community, XUPD, NPD, CPD, and local community groups are committed to building prevention measures in their communities or to fill specific gaps in their capabilities. XUPD will be the lead and will coordinate with NPD and CPD in providing a curriculum regarding the training and awareness of threats from targeted violence and terrorism along with civic engagement and youth resilience programs in the communities.

XUPD, NPD, CPD, Xavier University community, and local citizen groups will be empowered with the education, support and advocacy to ensure that there is adequate training and education for all people with regard to the knowledge and awareness of identifying drivers for violent extremism. In doing so, our law enforcement agencies and community groups can better serve itself as well as the community. XUPD, NPD and CPD are planning to conduct

approximately 50 to 60 total training sessions, events, and meetings for each of Objective 1's programs. Through the partnership with area law enforcement agencies, university and local community groups, this program will provide Xavier University, Norwood, Cincinnati, North Avondale, and Evanston with an increased awareness of the threat of targeted violence and terrorism from violent extremism. The estimated number of people in the target population is between 1,800 to 2,000 people based on the partners listed above. There are no other programs similar to the TVTP currently serving the target population. Currently, none of XUPD's law enforcement partners have a program being requested in place.

2. PROGRAM DESIGN

Problem statement: The TVTP program under Replication Track for Objective 1 will strive to bring awareness of the threat of targeted violence and terrorism, including educating the community groups, through the support of XUPD, NPD, and CPD through the assistance of the community partners. Currently, the law enforcement and community partners lack the training, education, equipment, and knowledge of how to identify at risk individuals for violence and potentially motivated to mobilize and radicalize. The law enforcement and community partners do not have any resources or training readily available to address individuals at risk for violence and who are potential terrorist threats. The challenge in the community is the lack of trust and relationship with law enforcement to report individuals that are at risk to violence or could potentially be mobilized or radicalized into violence. In addition, there is the socio-economic factor and educational inequality in the communities that is an obstacle, especially with youths who are more susceptible to being targeted for violence and terrorism. Based on the issues and challenges, XUPD, NPD, CPD and the community partners need resources in training, education and equipment in deterring and identifying individuals at risk for violence and becoming radicalized and mobilized into terrorism.

Program goals and objectives: Goals: Through the TVTP, the university community, local law enforcement agencies, and the local communities will be incorporated into the program process of training and raising awareness, civic engagement and youth resilience programs. The university community, partner law enforcement agencies, and the local communities will take an active role in the program process. The community groups will be integral in the strengthening of societal resistance against the drivers of violent extremism and ensure broad awareness of the threat of targeted violence and terrorism. **Objectives:** XUPD will provide training, education, and resources to our partnering law enforcement agencies and the community partners to bring awareness and enhance and strengthen identification of individuals mobilizing and radicalizing to violence. XUPD estimates approximately 60 sessions will be hosted consisting of training, events and meetings. XUPD will utilize federal employees, contractors, and educators who are subject matter experts in the field to conduct training.

| Timeline | Activity |
|-----------|---|
| Mid-late | XUPD Chief and Asst. Chief will brief the University board on the pending TVTP grant program. |
| July 2020 | XUPD Chief, Asst. Chief and Lt. for community outreach will brief NPD and CPD. Community |
| | partners will be briefed thereafter. These briefings will allow all parties to move into the |
| | implementation stage much sooner should funding be awarded. |
| Aug/Sept | XUPD, NPD, CPD and community partners will tentatively plan training, events, and meetings, in |
| 2020 | anticipation of funding. |
| Oct 2020- | Officers from the 3 departments will participate in training with federal agencies on TVTP. These |
| Sept 2022 | officers will return to their home departments to train other officers along with experts in the field of |
| | targeted violence and terrorism prevention. XUPD and XU will host several safety and awareness |
| | events on campus which will encompass the TVTP program. Additional training, events, and |
| | meetings will be hosted by XUPD, NPD, and CPD in the communities and schools surrounding XU. |

The progress of the program will be tracked through the number of attendees to the training and events in the community along with reporting by the community to law enforcement or to the community partners. Furthermore, surveys and briefings will be held on a quarterly basis to obtain feedback of the program.

The goal of the program will be to assist law enforcement partners and community groups to learn and understand the drivers of violent extremism and expand disruption through the following techniques: 1) Raising awareness through training; 2) Enhance identification of individuals mobilizing or radicalizing to violence; 3) Encourage law enforcement and community engagement, education and resilience against the mobilization or radicalization to violence; 4) Enhance or establish programming to develop protective factors in youth communities, such as increased social capital, sense of belonging, and feeling of security; 5) Enhance communication between law enforcement and community; and 6) Encourage sharing/information gathering from law enforcement and community groups.

XUPD and the partnering law enforcement agencies believe achievements can be attained during the two year project period to assist the community as a whole to become more informed and educated regarding the drivers of violent extremism. This will provide law enforcement and the community resources the ability to prevent the targeted violence and terrorism from strengthening footholds in vulnerable communities.

<u>Logic Model:</u> Theory of Change: Studies have been conducted in other educational and training programs for criminality, gang, and other violence which are similar to the analogy for terrorism prevention, and a variety of programs in these areas have shown desirable effects. If there is access and opportunities for training and awareness along with education, individuals and youths in these communities will have more knowledge and understanding about violence and terrorism. This will build a stronger and more trusting relationship between the community and law enforcement in individuals and youths coming forward with information about potential influence of radicalization and violence. The key assumptions to the theory of change will be the continued access to resources and maintaining the support and dialogue with the law enforcement and community partners.

| INPUTS | ACTIVITIES | OUTPUTS | OUTCOMES |
|-------------|---|---------------------|-------------------------------|
| Law | Training and Awareness Raising | Training and | Training and Awareness |
| Enforcement | - Develop awareness program | Awareness Raising | Raising |
| Partners | - Manage workshops and courses to | - Number of people | Short-Term: |
| - XUPD | identify target population experiencing | attending the | - Improved knowledge and |
| - NPD | mental health, economic despair, or | training | awareness |
| - CPD | any other potential vulnerabilities for | - Survey to measure | - Available resources and |
| | targeted violence and radicalization | knowledge training | support for community and |
| | - Committing XUPD and XU faculty | of awareness | law enforcement |
| | and staff | | Long-Term: |
| | - Elicit federal programs | | - Sustained knowledge and |
| 0.11 | | | awareness |
| 14 a 6 a d | | | - Improved relations with law |
| | | | enforcement and community |
| Xavier | Civic Engagement | Civic Engagement | Civic Engagement |
| Committees | - Engage with local law enforcement | - Number of | Short-Term: |
| - Office of | and community develop programs to | meetings and events | - Improved and wider |
| Student | prevent mobilization and radicalization | - Fund projects | involvement by community |
| Involvement | to violence | targeting at risk | |

¹ Practical Terrorism Prevention – Reexamining U.S. National Approaches to Addressing the Threat of Ideologically Motivated Violence, 2019.

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| - Office of | - Implement programs to assist | individuals and | in violence reduction |
|--|---|--|---|
| Institutional | communities to reduce vulnerabilities | communities | partnership |
| Diversity and | to potential risk factors and enhance | - Law enforcement | - Improved coordination with |
| Inclusion | protective measures | response to reported | law enforcement and |
| - International | - Implement programs to understand | issues of individuals | community in intervention |
| Student and | threat prevention, improving social | at risk for potential | Long-Term: |
| Scholar | cohesion, reduce inter-group tensions, | violence and | - Sustained engagement |
| Services | or reduce youth vulnerability | radicalization | between law enforcement and |
| 7 1 | - Provide funding and/or support for | | community |
| | violence prevention initiatives | | |
| Community | Youth Resilience | Youth Resilience | Youth Resilience |
| Partners | - Provide mentoring support through | - Number attending | Short-Term: |
| Cincinnati | partnership with law enforcement and | meetings and events | - Attitudes and behavior |
| Districts 2 & | community partners | - Number enrolling | changes |
| 4 Community | - Engage with civic engagement | in mentorship and | - Opportunities and |
| Groups | - Develop trade and employment skills | employment skills | development |
| - Evanston | Develop outreach policy | development | Long-Term: |
| Community | | -Surveys to measure | - Sustained community wide |
| Council | | skill development | strategy and partnership to |
| - N. Avondale | | - Address early risk | address youth violence |
| Neighborhood | | factors among | |
| Association | | youths being violent | - Improved access to positive |
| | Daniel a company of the second | | youth development |
| - International Student and Scholar Services Community Partners - Cincinnati Districts 2 & 4 Community Groups - Evanston Community Council - N. Avondale Neighborhood | - Implement programs to understand threat prevention, improving social cohesion, reduce inter-group tensions, or reduce youth vulnerability - Provide funding and/or support for violence prevention initiatives Youth Resilience - Provide mentoring support through partnership with law enforcement and community partners - Engage with civic engagement - Develop trade and employment skills | issues of individuals at risk for potential violence and radicalization Youth Resilience - Number attending meetings and events - Number enrolling in mentorship and employment skills development -Surveys to measure skill development - Address early risk factors among | community in intervention Long-Term: - Sustained engagement between law enforcement ar community Youth Resilience Short-Term: - Attitudes and behavior changes - Opportunities and development Long-Term: - Sustained community wide strategy and partnership to address youth violence - Reduced violence - Improved access to positiv youth development |

CONTEXTUAL FACTORS AND UNDERLYING ASSUMPTIONS

The targeted population in the communities may not fully understand or accept the implementation of the program based on their education, ethnic, economic background or social groups. These factors are being considered in the design of the program. With the collaboration and support of XUPD, NPD, CPD, and the other community partners, the program can be successful in communicating the message across the communities.

3. ORGANIZATION AND KEY PERSONNEL

XUPD serves the university and surrounding neighboring communities with mutual aid from NPD and CPD. XUPD embraces constitutional rights, diversity, community and justice, with integrity and discipline. XUPD strives for both individual and organizational excellence through commitment to improving the quality of life for the individuals in the community and providing and protecting a safe community. The key personnel working and coordinating the project will be Chief Robert Warfel, Assistant Chief Dennis Eng and Lieutenant Shawn Bryce. Chief Warfel was a certified instructor and adjunct faculty for the FBI Academy, University of Cincinnati, and has extensive community outreach and education experience from youth to adult learners. Assistant Chief Eng has conducted community outreach and education to civic, youth, and educational institutions when he was a Special Agent with the FBI. Lieutenant Bryce is XUPD's primary crime prevention and community policing officer. Lieutenant Bryce is active at Xavier University and the surrounding communities of Norwood, Evanston, North Avondale and Cincinnati in organizing training, events, and activities for various Xavier University student organizations and surrounding community groups. Other personnel assisting in the program from our law enforcement partners will be NPD Lieutenant Ron Murphy and CPD District 2 Captain Aaron Jones, and CPD District 4 Captain Mark Burns. Our community partners will be Gregory Stewart with the Evanston Community Council, Mary Miller with the Norwood Community Service Group, and Ethan Perry with the North Avondale Neighborhood Association.

4. SUSTAINABILITY

The project will be sustained following the period of performance based on the engagement, relationship and partnership with law enforcement agencies, community partners, and the community population. This will lay the foundation on making communities aware of threats,

building relationships and coalitions, and laying the groundwork for collaboration on violent extremism and terrorism prevention efforts and in pursuit of other risk reduction goals.

5. BUDGET DETAIL AND NARRATIVE

| Budget Category | Federal Request |
|---------------------------|-----------------|
| Personnel | \$12,304 |
| Fringe Benefits | \$4,922 |
| Travel | \$43,344 |
| Supplies | \$24,133 |
| Contractual | \$31,080 |
| Other (Publication Costs) | \$3,744 |
| Total Direct Costs | \$119,527 |
| Indirect Costs | \$5,290 |
| TOTAL PROJECT COSTS | \$124,817 |

Personnel: Five officers from XUPD will participate in training and programming activities/ events. Average overtime rate for these positions is \$38.45/hour. Estimate 160 hours/year including events/training (5 officers*8 events/year*4 hours/event)*\$38.45/hour=\$6,152/year. Fringe Benefits: Calculated using university established rate of 40%. Travel: 1) Travel for Subject Matter Experts (current/former FBI, DHS and DOS employees) to serve as speakers for training sessions. Estimated using the federal per diem rate and session length of 9 days/year. \$143 lodging/day+\$76 M&IE/day=\$219/day*9 days/year*3 Experts/year=\$5,913/year; 2) Travel to 6 trainings per year for 6 officers (2 XUPD, 2 NPD, 2 CPD). 1 day (local): 20 miles RT*.575/mile *6 officers=\$69/session*3 sessions=\$207; 2 day (Indianapolis, IN): (\$143 lodging/day+\$76 M&IE/day*6 officer*2 days)+(225 miles RT*.575/mile)=\$2,757; 3 day (Pittsburgh, PA): (\$143 lodging/day+\$76 M&IE/day*6 officers*3 days)+(570 miles RT*.575/mile= \$4,270; 5 day (Atlanta, GA): (\$143/lodging/day+\$76 M&IE/day*6 officers*5 days)+(1,000 miles RT*.575/mile)=\$7,145; 3) Officer travel to sessions/events. Officers will be traveling in their personal vehicle unless on-duty. (20 miles*.575/mile)*2 officers*60 sessions/ year=\$1,380. Supplies: Supplies/materials that will be utilized by the departments for programming. Pens/pencils, paper, folders, etc. \$1.25/participant*30 participants*60 sessions= \$2,250/year*2 years; 5 laptops*\$1,250=\$6,250; Microsoft Office Windows. 5 laptops *\$150=\$750; Adobe Photoshop Elements 2020/Premiere Elements 2020. 5 laptops*\$150=\$750; Computer speakers. 5 laptops*\$30=\$150; HDMI Cables. 5 laptops*\$30 =\$150; Jetpack MiFi. 2*\$60=\$120; Jetpack MiFi Service. \$50/mth*12 mths=\$600*2 Years; Hard case carrier (Pelican 1510 Case). 5 cases*\$200=\$1,000; Portable Projectors. 4 projectors*\$750=\$3,000; 256GB flash drives. \$38/drive*6=\$228; Collapsible Tables. \$50/ table*3=\$150; Folding Chairs. \$15/chair*6= \$90; Extension cords. \$15/cord*9= \$135; Commercial power strips. \$20/strip*3=\$60; Portable LED Tripod working lights. \$150/light*6= \$900; Pop-up Tents. \$120/tent*3=\$360; Generators. Honda EU 2200i - \$1,200*2 units= \$2,400; EU 2200i Companion-\$1,300*1 unit=\$1,300; Parallel cables to convert them into 4000 watts-\$150*1 set=\$150; Cones. \$10/cone*6=\$60; One Retractable banner. \$130; Replenishment of supplies in Year 2. \$300. Contractual: NPD: 6 officers*4 hours/ event*4 events/year*\$45/hour=\$4,320; CPD: 6 officers*4 hours/event*4 events/year *\$45/hour = \$4,320; Subject Matter Experts for training sessions-3 experts/training session/year. Estimate one will be a current federal employee and stipend is not permitted. 2 experts/former employees of the federal government*\$1,150/day*3 days=\$6,900. Other: Publication of training materials (pamphlets, brochures, handouts). \$1.04/participant*30 participants/session*60 sessions/year= \$1,872/year. **Indirect Costs:** Xavier's federally negotiated rate is 43% of salaries and wages.

IMPLEMENTATION AND MESUREMENT PLAN

Goal: To improve societal resistance against drivers of violent extremism and ensure broad awareness of the threat of targeted violence and terrorism in the Xavier University community and the neighboring communities of Norwood, North Avondale, and Evanston. Xavier University Police Department's (XUPD) law enforcement partnerships with Norwood Police Department (NPD) and Cincinnati Police Department (CPD) along with the community partners will create a sustainable system to 1) train law enforcement and communities by raising awareness of violence and terrorism; 2) provide outreach and educate partnering law enforcement agencies and the communities about the identification of individuals mobilizing or radicalizing to violence; and 3) establish programs to develop protective factors in youth communities.

Resources: To implement this project and achieve the project outputs, adequate funding will be needed to reimburse overtime for officers assisting with training and events, attending training courses, consultants, travel, brochures and materials, electronic media devices, and supplies to host events in the communities.

Activity: Develop a training curriculum fiscal year 2020/2021 and 2021/2022. Identify events and activities to host for community for 2020/2021 and 2021/2022. Identify and schedule training for XUPD, NPD and CPD officers. Identify contract presenters to provide presentations on violence and terrorism. Identify resources and educational needs for the community to bring awareness of the threat of targeted violence and terrorism.

Output:

| Events | 2020/2021 | 2021/2022 | |
|-----------------------------|-----------|-----------|--|
| Training Held | 40 | 40 | |
| Outreach Materials | 15 | 15 | |
| Participants | 3000 | 3000 | |
| Meetings with the Community | 6 | 6 | |
| Hours | 360 | 360 | |

The output numbers are estimated for the events and will be dependent upon COVID-19 guidance.

Outcome: Law enforcement and community will be able to identify individuals and youths that are susceptible to violence and becoming radicalized into terrorism. The education and training will increase the trust and information sharing between law enforcement and the community.

Outcome Indicator: 90% to 100% of the law enforcement trained through the program will effectively serve the citizens in the communities through a better understanding of how to interact with the community and be able to obtain information in identifying individuals and youths that are susceptible to become radicalized and mobilized into terrorism and violence. 50% of the communities will better informed and educated to recognize signs of individuals and youths prone to be involved in violence and terrorism. The communities will have a better understanding of the program which will lead to informing law enforcement and build a better community relationship. 30% to 40% of the communities will attempt to create protective

factors for youths, such as, skills building, counseling, and mentoring. The measurements will be compared to communities reporting to law enforcement with information prior to the program and after the program is implemented and/or completed.

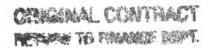
Data Collection Method: The method to collect data and gauge the outcome of the program will be based on surveys, interviews and meetings with community groups.

Data Collection Timeframe: Data collected to determine the effectiveness of the program will be measured once a semester to correspond with the university school semester. The university school semester will provide data in how the university community and the neighboring communities are receptive to the program.

Results: The progress of the program will be measured through the outcome indicators which will be submitted at the end of the fall semester, spring semester, and final progress reports to OTVTP.

Withheld pursuant to exemption

(b)(6)



MUTUAL ASSISTANCE IN-PROGRESS CRIME ASSISTANCE AGREEMENT BETWEEN THE CITY OF CINCINNATI AND XAVIER UNIVERSITY

This Agreement is entered into by and between the City of Cincinnation Ohio municipal corporation, ("City") and Xavier University ("XU"), on this _______, 2011.

WHEREAS, the XU Campus Police Department is staffed by law enforcement officers duly designated and appointed under O.R.C. § 1713.50 to act as police officers and perform duties as assigned by the Board of Trustees within the property of XU ("Campus");

WHEREAS, O.R.C. § 1713.50 authorizes the Board of Trustees to "enter into an agreement with any political subdivision pursuant to which the members of the campus police department of the college or university may exercise within that political subdivision, but outside the property of the college or university, the powers and authority granted to them under" O.R.C. § 1713.50;

WHEREAS, the City operates the Cincinnati Police Department ("CPD");

WHEREAS, XU and the City recognize that criminal activities routinely occur across jurisdictional lines and that cooperation between the parties can increase the effectiveness of the law enforcement in the City and on Campus;

WHEREAS, XU and the City are desirous of proceeding in a manner that provides on-duty law enforcement officers of the respective parties the ability and power to conduct in-progress crime assistance, with or without the request from the other party; and,

WHEREAS, XU and the City agree to furnish such police manpower and equipment as may be requested by another party, to the extent such manpower and equipment is available.

NOW, THEREFORE, the City and XU agree as follows:

I. COOPERATIVE IN-PROGRESS CRIME ASSISTANCE WITHOUT REQUEST

A. Whenever an on-duty law enforcement officer from XU views or otherwise has probable cause to believe a felony offense has occurred outside the Campus but within the jurisdiction of the City, the XU officer shall make any necessary arrests according to law and take any measures necessary to preserve the crime scene. Immediately, thereafter, the XU officer shall notify CPD. In the event of an incident beyond the boundaries of the XU Campus, control of any arrested person, evidence, and the crime scene shall be relinquished to the first available

officer from CPD. A CPD supervisor shall subsequently make the determination whether to retain control of any arrested person, evidence, and the crime scene or to relinquish control to an XU officer. An arresting officer from either jurisdiction may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger him or herself or others or threaten the preservation of any evidence.

- B. Whenever an on-duty law enforcement officer from XU views or otherwise has probable cause to believe a misdemeanor offense has occurred outside Campus but within the jurisdiction of the City, the XU officer shall make any necessary arrests according to law and shall have full authority and responsibility for such misdemeanor offense.
- C. Whenever an on-duty law enforcement law enforcement officer from XU views or otherwise has probable cause to believe that any of the following have occurred beyond the boundaries of the XU Campus: (1) OVI violation; (2) a serious traffic offense causing serious physical harm to any person as defined in R.C. 2901.01; or (3) a serious traffic offense causing death to any person, the XU officer shall make any necessary arrests according to law and take any measure necessary to preserve the crime scene. Immediately thereafter, the XU officer shall notify CPD. Once City officers respond to the scene, the investigation, arrest and/or citation responsibility shall be controlled, conducted, and administered by the City. The OVI or other or other traffic violator will be turned over to the first available officer from the City for completion of all necessary processing. The initiating officer will provide any further assistance to the limited extent necessary for subsequent court proceedings.
- D. Police personnel and equipment furnished upon request under this section or rendering assistance under this Agreement may be recalled at any time under the sole discretion of the highest-ranking officer on duty at the police department furnishing such personnel and equipment provided such recall does not jeopardize the crime scene or safety of the remaining officers.
- E. Personnel of a responding department, in responding to a call for assistance under this Agreement, shall be considered to be acting within the scope of their employment while in route to or from, and while acting within, the territory of the requesting jurisdiction, and while acting within any other jurisdictions if engaged in fresh pursuit. To the extent R.C. 2744.02 is applicable to the operation of police departments, it is applicable to police personnel rendering services outside their jurisdiction pursuant to this Agreement.

II. COOPERATION IN- PROGRESS CRIME ASSISTANCE UPON REQUEST

A. XU and the City recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel.

Such additional services may be provided by the parties according to the following guidelines:

i. Dangerous Criminal Activity

Whenever one party reports criminal activity and that party is unable to provide the immediate response necessary to prevent death, serious physical harm, or substantial property loss as a result of said criminal activity, that party may request, but shall not obligate, police assistance of any nature from the other party.

ii. When one party is conducting a search for a fugitive person whose presence is reasonably believed to be within that party's jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to the fugitive, that party may request, but shall not obligate, police assistant services from the other party.

III. INVESTIGATION OUTSIDE ORIGINAL JURISDICTION

On-duty officers from XU may, without request of or prior notice from the City, continue to conduct investigations that originate within their home jurisdiction into the City's jurisdiction. If enforcement action is anticipated, the location and nature of the investigation shall immediately be reported to CPD. Subsequent arrests, search warrant service, or similar police actions shall be conducted under the supervision of CPD.

IV. GENERALS TERMS AND PROCEDURES

- A. A request for police services assistance will be made by the commander of XU's Campus Police Department or CPD's commander, or his or her designee. The designee must be supervisory rank or the senior shift officer when no supervisor is present.
- B. A party will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of the party's jurisdiction. The commander of the law enforcement department, or his or her designee, will have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.
- C. Whenever the law enforcement employees of one party are providing police services to the other party pursuant to the authority contained in this contract, other legislative authority, or state law, such employees will have the same power, duties, rights, and immunities as if taking action within the territory of their employing law enforcement department.

- D. Whenever the law enforcement employees of one party are providing police service upon request to the other party, they will remain under the lawful direction and authority of the commanding law enforcement officer of their employing law enforcement department. The ranking law enforcement officers on-scene from XU and CPD shall work together to establish a chain of command and accountability. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing law enforcement department at all times.
- E. All wage and disability payments, pension, worker's compensation claims, medical expenses, or other employment benefits will be the responsibility of the employing law enforcement department, unless the requesting party is reimbursed for such costs from any other source. Each party shall be responsible for the negligence of its employees to the extent specified by law.
- F. Each party shall be responsible for any costs arising from the loss of or damage to its own equipment or property while providing police assistance services to the other party.

V. LIABILITY AND RESPONSE FOR COSTS

- A. The execution of this Agreement shall not give rise to any liability, responsibility, or cause of action for breach of contract between or among the parties if assistance is denied, delayed, inadequate, subsequently recalled, or if the furnished assistance is not needed upon arrival.
- B. No charge or fee shall be made by either XU or the City for services rendered by one to the other under provisions of this Agreement.
- C. There shall be no reimbursement among the parties for loss or damages to equipment, nor shall there by any reimbursement, indemnity award, or premium contributions assessed against the other for Workers' Compensation benefits or any other employee related benefits arising by reason of injury or death to an employee of either while engaged in rendering services under this Agreement. No charge shall be made to any party by another party for services rendered under this Agreement.
- D. Each party shall be responsible for any claim or cause of action made against the party or its law enforcement officers arising out of their performance of duties under this Agreement and neither party shall be required to indemnify, defend, or hold harmless the other for any such damages, claim, or cause of action. The City shall indemnify, defend, and hold harmless XU and its law enforcement officers from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting solely from the City's performance of duties under this Agreement. XU shall indemnify, defend, and hold harmless the City and its law enforcement officers from and against all claims, damages, losses, and

expenses, including attorney fees, arising out of or resulting solely from XU's performance of duties under this Agreement.

E. Law enforcement personnel acting under this Agreement outside of their jurisdiction may participate in any pension or indemnity fund established by their employer to the same extent as if they were acting within their jurisdiction.

VI. RELATIONSHIP OF PARTIES

- A. XU and the City, respectively, acknowledge that each will maintain separate and independent management and that each has full and complete authority and responsibility with respect to managing its respective organization, operation, and employees.
- B. No provision in this Agreement is intended to create any rights hereunder to third parties or persons, or to increase the duties or responsibilities of the parties to the jurisdiction of the other party. The sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties, hereto, each to the other.

VII. TERM

| The | term | of | the | agreement | sh | all | be | for | a | period | of | 4 | years | from |
|-------------|--------|------|------|-------------|------|-----|------|------|-----|--------|-----|-----|-------|-------|
| | | | | , 2011 unti | il _ | | | | | | , 5 | 201 | 4 and | shall |
| automatica | lly re | new | able | thereafter | for | 3 | term | s of | f 4 | years | unl | ess | termi | nated |
| pursuant to | Parag | grap | h VI | II. | | | | | | | | | | |

VIII. TERMINATION

The City and/or XU, for any reason, may terminate this Agreement upon 60 days written notice. Such notice shall be delivered by certified mail, return receipt requested to the address specified below.

Xavier University 3800 Victory Parkway Norwood, Ohio, 45207 Attention: Chief of Police

Office of the City Manager City of Cincinnati City Hall, Room 152 801 Plum Street Cincinnati, OH 45202-1979

IX. AMENDMENTS

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their authorized representatives.

X. PRIOR MUTUAL ASSISTANCE AGREEMENT

The parties agree that the Initial Mutual Assistance Agreement, dated September 28, 2000, shall terminate upon the execution of this Agreement, and that this Agreement shall control.

XI. ENTIRETY

This Agreement contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

XII. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of all other parties and such consent shall not be unreasonably withheld.

XIII. HEADINGS

All headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflicts of laws principles.

XV. CONFLICT

Any conflict between the provisions of this Agreement and the protocol related to the services provided hereunder shall be resolved in favor of the provisions of this Agreement.

XVI. ACTS CONTRARY TO LAW AND SEVERABILITY

Nothing contained in this Agreement shall be construed to require the commission of an act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, or regulation, the latter shall prevail. In such event, and in any case in which any provision of this Agreement is determined to be in violation of a statute, law, ordinance, or regulation, the affected provision(s) shall be limited only to the extent necessary to bring it within the requirements of the law, insofar as possible under the circumstances, to carry out the purposes of this Agreement. The other provisions of this Agreement shall remain in full force and effect, and the invalidity or unenforceability of any provision hereof shall not affect the validity and

enforceability of other provisions of this Agreement, nor the availability of all remedies in law or equity to the parties with respect to such other provisions.

XVII. AUTHORITY

Each of the parties represents that it has the full and complete authority to execute this Agreement and that assuming the due execution of this Agreement by all other parties hereto, it constitutes a valid and binding obligation on the parties in accordance with its terms.

| XAVIER UNIVERSITY | CITY OF CINCINNATI |
|---|----------------------------------|
| (b)(6) | (b)(6) |
| By: _ | Ву |
| | Milton R. Dohoney, Jr. |
| Maribeth Amyot | City Manager |
| Printed Name | |
| Title: VP for Financial Administration Duly authorized by the Board of Trustees for Xavier University | (b)(6) |
| ACKNOWLEDGED: | |
| (b)(6) | |
| By: | By |
| Michael L. Couch | Colonel/Thomas H. Streicher |
| | Police Chief, City of Cincinnati |
| Police Chief | Tonce Chief, City of Chichmati |
| Police Chief | |
| | FEB 1 7 2011 |
| Police Chief APPROVED AS TO FORM: (b)(6) | |
| Police Chief APPROVED AS TO FORM: | FEB 1 7 2011 |

3204 Woodburn Avenue • Cincinnati, Ohio 45207, https://evanstoncinci.org/

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Gregory Stewart, President
James Stallworth, Vice President
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Gwendolyn Gordon, Evanston 5K Run/Walk

Melanie Moon, Evanston Fresh is Better

Jeff Sepate, Evanston Recreation Center

Georgia Brown, Membership

James Stallworth, Safety

*Evanston Community Council meetings are held the third Thursday of every month at 6:30 pm at the Evanston Recreation Center 3204 Woodburn Avenue June 2020

The Evanston Community Council provides this Letter of Support for the Xavier University grant application.

The Xavier University Police Department is a highly appreciated partner with the Evanston community. We look forward to this opportunity to collaborate and partner with others to positively affect the lives of residents of Cincinnati.

The Evanston Community Council is a nonprofit organization representing the over 8,000 residents of our neighborhood. We recently completed our Ten Year Plan 2019-2029 that includes a number of strategies to partner with community stakeholders.

The Evanston Community Council is looking forward to partnering with the Xavier University Police Department and we will continue to look for opportunities to collaborate and strengthen our relationship.

Sincerely, Gregory Stewart

Gregory Stewart, President Evanston Community Council

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"Dedicated to the well-being of all residents and to the development of the community through education, business and spirituality."